

Trinidad and Tobago

TRANSFER OF SURPLUS PROPERTY

Agreement signed at Port of Spain April 24, 1947

Entered into force April 24, 1947

Second article superseded February 10, 1961, by agreement of February 10, 1961, between the United States and the Federation of The West Indies¹

Department of State files

The undersigned, George Smith Busby, Sub-Intendant of Crown Lands—on behalf of His Majesty The King, of the one part, and Commodore Erl C. B. Gould, USNR, Central Field Commissioner for Latin America, Office of the Foreign Liquidation Commissioner, Department of State, acting in the name and representation of the United States of America, of the other part, by whom we are legally and sufficiently authorized, have concluded the following Agreement:

WHEREAS, The Government of the United States owns certain installations on the Island of Tobago, B.W.I., erected during World War II with the consent of His Majesty The King in the joint defense against the common enemies, which it tenders to the Government of Trinidad and Tobago in consideration for landing rights for its military aircraft of the nature and for the period herein described;

AND, WHEREAS, The Government of Trinidad and Tobago is willing to accept the proposal of the Government of the United States in the spirit of friendly cooperation and good neighborliness which characterizes the alliance of our respective Governments;

NOW, THEREFORE, The Government of the Colony of Trinidad and Tobago, of the one part, and the Government of the United States of America, of the other, do covenant and agree as follows:

FIRST—The Government of the United States transfers and conveys unto

¹ 12 UST 408; TIAS 4734.

the Government of Trinidad and Tobago full title, right, and possession to the installations listed in Schedule A attached to this Agreement, which installations are affixed to land known as the Tobago Auxiliary Landing Field or as the Crown Point Airport.

The Government of the United States further transfers and conveys unto the Government of Trinidad and Tobago the following items of surplus movable property which supposedly are located at the Tobago Auxiliary Landing Field, it being understood and agreed that if such property cannot be found there the Government of the United States shall not be obligated to return or replace them—1 grindstone; 20 torch flares; 1 wheelbarrow; 14 sheets corrugated iron, 3' x 20'.

SECOND—In full consideration and exchange for the properties conveyed in the First Article of this Agreement, the Government of Trinidad and Tobago grants unto the Government of the United States the right for its military aircraft to make landings of the following nature at any time within the period herein indicated and without costs, charges or fees of any kind.

a. *Emergency Landings:* Rights for United States military aircraft to make bona fide emergency landings on or in the immediate vicinity of Tobago, and for subsequent United States military aircraft landings necessary in connection with the investigation, inspection, repair, evacuation, and/or disposition of such emergency-landed aircraft. These landing rights are desired for unexpired term of the 99-year lease of naval and air bases made pursuant to the Base Lease Agreement of March 27, 1941.²

b. *Administrative and Service Landings:* Rights for United States military aircraft to make landings at Tobago Auxiliary Landing Field (Crown Point Airport) in connection with the operation, supply, evacuation, maintenance, inspection, and/or other related functions connected with United States military installations located on Tobago. These landing rights are desired for such periods as the United States maintains or operates installations on Tobago.

THIRD—The Government of Trinidad and Tobago agrees to release the Government of the United States from all liability and responsibility whatsoever which the United States may have either to it or to others to return or restore the premises on which the installations hereby conveyed are situated, in the same or as good condition as that existing at the time of original occupancy by the United States Government, or in any condition other than that in which such premises actually may be; and further agrees to assume and be answerable for any claim brought against the United States in regard to the condition of the premises.

FOURTH—There is no guaranty, warranty, or representation on the part

² EAS 235, *post*, vol. 12, UNITED KINGDOM.

of the United States as to quantity, quality, kind, cost, character, description, condition, or suitability for use of any property which it conveys. All property is conveyed "as is" and "where is"; and no adjustment will be made if the property listed does not meet expectations or is not as described in the attached Schedule A or elsewhere.

FIFTH—This Agreement shall be executed in two counterparts, each of which shall be an original and both of which shall constitute the Agreement. Either Government may request the signing of additional copies of this Agreement.

SIXTH—This Agreement for fiscal purposes of the Government of the United States of America shall be designated as Contract No. W-ANL-(LAM-II)-16988. The powers of the signatory for the United States of America derive from the Surplus Property Act, Public Law 457—78 U.S. Congress, as amended; regulations, orders and directives issued in compliance therewith; and his letter of appointment. Under these powers he is authorized to sign this Agreement on behalf of his Government without the necessity of further ratification or approval.

Executed this 24th day of April, 1947 in the City of Port of Spain, Trinidad.

For the Government of Trinidad and Tobago:

G. S. BUSBY

Sub Intendant of Crown Lands

For the United States of America:

ERL C. B. GOULD

Commodore, USNR,

Central Field Commissioner for Latin America

Office of the Foreign Liquidation Commissioner

Department of State

SCHEDULE A

Inventory of Buildings, Facilities, Utilities

<i>Description</i>	<i>Number of Units</i>	<i>Units</i>
Radio Building, T/O frame, w/wood floor and corr. metal roof, 20' x 20'	1	ea.
Messhall and Kitchen, T/O frame, w/wood floor and corr. metal roof, 20' x 42'	1	ea.
EM Barracks, Ogden panel, w/shower room, wood floor and roll roofing, 16' x 64'	1	ea.
Officers' Barracks, T/O frame, w/two full partitions and shower room, wood floor and corr. metal roof, 20' x 44'	1	ea.
Day Room, T/O frame w/concrete floor and corr. metal roof, 20' x 42'	1	ea.
Generator Shed, frame w/conc. floor and corr. metal roof, 8' x 20'	1	ea.
Water Tank Tower, timber, 10½' x 10½' x 20'	1	ea.
Pit Latrine, T/O frame w/wood floor and corr. metal roof, 4' x 8''	1	ea.
Pit Latrine, frame w/corr. metal walls and roof, wood floor, 5' x 9'	2	ea.
Antenna Poles, 85' creosoted hardwood	3	ea.
Roads, 10' wide, unsurfaced	950	sq. yds.
Airfield Facilities:		
a. Runway, grass on rock and coral sub-base, 200' x 5,000'.	111, 111	sq. yds.
b. Taxiway, grass on rock and coral sub-base, 30' x 2,120'.	7, 000	sq. yds.
c. Hardstands, grass on rock and coral sub-base, five -30' x 110' each.	1, 900	sq. yds.
d. General Clearing, Grading and Drainage	1	item
Power Distribution System:		
a. Wire, #8 WP	1, 090	lin. ft.
b. Poles, hardwood, 25'	3	ea.
Water Supply:		
a. Water Mains, 1'' -1½'' G.I. pipe	240	lin. ft.
Sewage Disposal		
a. Cess Pools	3	ea.
b. Laterals, 4'' C.I. pipe	320	lin. ft.
2'' G.I. pipe	120	lin. ft.